No. 9403-3Lab-68/25565.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Aryan Woollen Mills, Panipat :—

BEFORE SHRI K.L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, CHANDIGARH

Reference No. 39 of 1968

between

THE WORKMEN AND THE MANAGEMENT OF M/S ARYAN WOOLLEN MILLS, PANIPAT

Present : Shri R.L. Gupta, for the management.
Shri Madusudan Saran, for the workmen.

AWARD

Some mills at Panipat are engaged in the manufacture of blankets. It appears that workmen of those mills are the members of a trade union called The Wool Khadi Workers Union, Panipat. These mills were employing some workmen on contract basis with the result that the said labour did not enjoy the various amenities given to the labour by the various legislative measures. The aforesaid trade union agitated that the contract system amounted to unfair labour practice and should be put to an end to. They demanded that the labour employed under the said contract system should be taken on regular rolls of the Millsand be treated a regular labour entitled to all the amenities provided by the labour legislation. Four Mills namely, (1) Aryan Woollen Mills, (2) Adarsh Woollen Mills, (3) Swastika Woollen Mills and (4) Ashoka Woollen Mills then entered into settlement with the workmen then employed by them on contract system. The settlements were in identically the same language and more particularly clause 6 of the each of the settlement deeds was exactly in the same language. Some differences later arose between the workmen and the management of M/s Aryan Woollen Mills, Panipat, over the interpretation of the said clause 6 of the settlement and the Government also felt some difficulty in the interpretation of the said clause. A reference was then made to this tribunal under Section 36-A of the Industrial Disputes Act.—vide Haryana Government Notification No. 19736-39, dated 24th July, 1968. The relevant portion of the notification readsas under :—

> "Where asdifferences have arisen regarding the interpretation of clause 6 of the settlement dated 5th December, 1964 .....
>
> Now, therefore, in exercise of the powers conferred under Section 36-A of the Industrial Disputes Act, 1947, the Governor of Haryana is pleased to refer to the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh the following matter for clarification :—
>
> "Whether the weavers whose services came to automatic termination with effect from 5th April, 1968, are not entitled to any retrenchment compensation under Section 25-F (b) of the Industrial Disputes Act, 1947, under settlement, dated 5th December, 1964."

On receipt of the reference usual notices were issued to the parties and in response to the same the workmen filed their statement of claims and the management filed their written statement to the same. I gave an opportunity to the parties to adduce their evidence if any, and after the close of the same I heard the arguments of their representatives. Clause 6 of the settlement which was admittedly entered into between the parties on 5th December, 1964. and which I have marked as Ex. A readsas under :—

> "To ensure stability of service the parties agree that in case there are no orders for the supply of blankets barrack with the management the above workers (weavers) will be treated as on extra ordinary leave without wages up to two months, thereafter their services will be deemed to have been terminated automatically."

The interpretation which the workmen wish me to put on this clause is that if there were no orders for the supply of blankets pending with the management, the workmen (weavers) would be treated as on extra ordinary leave without wages upto a period of two months. They were, however, not to wait for any further period and without there being any necessity on the part of the management to serve notices under clause (a) of Section 25-F of the Industrial Disputes Act, 1947, they would be deemed to be retrenched with effect from the date when the said period of two months expired. According to their interpretation the management was all the same liable to pay compensation to the retrenched workmen under clause (b) of Section 25-F of the said Act. It is urged on their behalf that the words 'terminated automatically' used in clause 6 of the settlement gave the management only one benefit, namely, exemption from complying with clause (a) of Section 25-F of the Act and did not give them the benefit of exemption from complying with clause (b) of the aforesaid Section. The interpretation which the management wish me to adopt is that after the workmen had waited for two months during which they would have been treated on extraordinary leave the services of the workmen stood automatically terminated and that the said termination did not amount in law to "Retrenchment" as defined in Section 2(oo) of the Industrial Disputes Act, 1947. The Mill in question admittedly terminated the services of 16 of their workmen in pursuance of the aforesaid clause 6 and the question of interpretation of settlement has arisen because the aforesaid 16 workmen have demanded retrenchement compensation under clause (b) of Section 25-F of the Industrial Disputes Act, 1947.

Shri R.L. Gupta who represented the mangement before me admitted on the very first hearing of the case that similar agreements had been entered into between the workmen and the managements of M/s Swastika Woollen Mills and Ashoka Woollen Mills, Panipat. He further admitted that language of clause 6 of the settlement between the present parties is identical with the language of clause 6 in the settlements between the workmen and the managements of the aforesaid two mills. He further admitted that when the said two mills retrenched their workmen they paid them compensation under clause (b) of Section 25-F of the Act. His contention is that the other two mills had not interpreted the setttlements correctly.At the time of evidence Mr R.L. Gupta further admitted that as similar agreement had also been entered into between the workmen and the management of M/s Adarsh Woollen Industries,Panipat and the workmen led evidence to show that the said mill also paid retrenchment compensation to their workmen when they were retrenched. It is not denied that the workmen in the other three Mills were retrencherd exactly in the similar circumstances in which the retrenchment took place in the present mill and it is

also not denied that clause 6 under which the retrenchment was made by the other three mills was exactly in the same language as clause six of the settlement under which the present mill retrenched their workmen. The settlement in question itself provides in its preamble that :—

"in view of the settlement between the union and the other manufacture of blankets at Panipat with regards to taking into direct employment of the weavers employed by the contractors and to avoid any possible disputes and to maintain better industrial relations, the union and the representatives of the management after mutual discussion have come to the following settlement."

The settlement, threrefore, takes notice of similar settlements arrived at between the workmen and the managements of various other Mills of Panipat doing the same business, namely, manufacturing of blankets. Certain principles of law pertaining to the manner in which judicial interpretation of contracts is to be made are well settled and they are :—

(1) For the correct interpretation of the contract the Courts have to look primarily to the document itself, but must also take into considerationthe circumstances in which it was written, the drafting ability of the parties, the intention which the writing was to convey and how the parties acted under it ;

(2) The aim of every judicial interpretation is to see that such meaning is given to the language used that both the actual intention of the promiser and the actual expectation of the promisee coincide ;

(3) An interpretation which would be contrary to the dominant intention of the parties should not be accepted unless the words compel the Court to do so ; and

(4) An interpretation which would lead to absurd results must always be rejected unless there are compelling reasons for accepting the same.

After giving my careful consideration to the language of the document I feel that all that its language means is that after waiting for two months the workmen who have not been provided with work will be deemed to have been retrenched but that the management will not be under any liability to serve them wth notices contemplated by clause (a) of Section 25-F of the Act. The main argument of the management was that the word used in the agreement is "Terminated" and not retrenched and that it cannot cover the case of retrenchment. The definition of the word retrenchment under Section 2(00) is as under :—

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include :—

(a) voluntary retirement of the workman ; or

(b) retirement of the workmen on reaching the age of superannuation if the contract of employment between the employer and the workmen concerned contains a stipulation in that behalf ; or

(c) termination of the service of a workman on the ground of continued ill- health ;"

It was contended by the management that although the word retrenchment itself means termination by employer of the service of workman, clause 6 of the agreement in the present case must be deemed to mean that when the services are terminated automatically, the termination means voluntary retirement of the workmen. I regret I cannot accept this contention. Obviously automatic termination of a workman contemplated by clause(6) is not a voluntary retirement of his. It is termination by reason of the agreement and I feel that the case of the said termination is covered by proviso to clause (a) of Section 25-F of the Industrial Disputes Act, 1947. Clause (a) reads as under :—

"(a) the workman has been given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice ;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service ; ".

Nviso to the above clause evidently means that the notice contemplated by the operation portion of clause(a) shall not be necessary if the retrenchment is under an agreement which specifies the date for the termination of service. The proviso taken into consideration that the termination has been made automatically on the date specified for the said termination and in view of the agreement the employer is not to give any notice in writing indicating the reasons for retrenchment and giving one month's time to the workmen to locate for him another job. If there was no settlement made between the parties the employers would have to retrench their workmen immediately when there was no order for the blankets and in that case the employers would have been under a liability to give one month's notice or to pay one month's salary in lieu of the same. They would further have been under a liability to pay retrenchment compensation under clause (b) of Section 25-F. By the settlement the employers gained two months time during which they were not under any obligation to retrench their workmen and yet they were not to pay them wages. They further gained another point which was that they would not be under any liability to give their workmen one month's notice as contemplated by clause (a) of Section 25-F of the Act. These were actually the advatages which the management gained by reason of the contract of service. These advantages are of exeptional type and very important ones. The management, however, remained under liability to pay compensation under clause (b) of Section 25-F and clause 6 of the settlement did not in any way exonerate them from the said liability. This interpretation of mine is supported by the fact that in similar agreements entered into between the workmen and the managments of other mills, the concerned parties have adopted the aforesaid interpretation. The other mills have admittedly paid retrenchment compensation to their workmen retrenched in the same circumstances as in the present case and under the same clause 6 of similar agreements between the workmen and the managements of those mills. The workmen have contended before me that the whole object of the labour legislation is to keep industrial peace in the various industrial concerns. It is urged on their behalf that it would disturb the industrial peace if the workmen of all similar other concerns at the same place receive compensation under similar circumstances and those of this particular mill were deprived of the said compensation. Although this contention has got good deal of force, I need not record any considered finding on it in this case because all that I am asked in the present reference is to give my interpretation of clause (6) of the agreement. The conduct of the parties in other mills can be taken in the consideration as evidence of the interation of the parties because according to the preamble of the settlements, all these agreements were made between the managements of the various mills and with one common trade union of all the mills, namely, the Wool Khadi Workres Union. Apart from this, however, I am definitely of the view that the language of the clause itself makes it clear that the word "automatic termination" contemplated by clause 6 was to be nothing more than retrenchment without the necessity of a notice envisaged by clause (a) of Section 25-F of the Act but in

all other respects subject to provisions of the Section. The retrenched workmen in the present case are in my opinion entitled to retrenchment compensation under clause (b) of Section 25-F of the Industrial Disputes Act, 1947, and clause 6 of the settlement must be interpreted in the above manner.

No order as to costs.

The 30th September, 1968.

K.L. GOSAIN,
PRESIDING OFFICER,
Industrial Tribunal, Haryana,
Chandigarh.

No. 1121, dated Chandigarh, the 3rd October, 1968.

The award be submitted to the Secretary to Government Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K.L. GOSAIN,
PRRESIDIN OFFICER,
Industrial Tribunal, Haryana,
Chandigarh.

No. 8682-3Lab-68/25572.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following arbitration award of Shri Madhu Sudan Sharan Cowshish (Arbitrator))in respect of the dispute between the workmen and management of M/S Oriental Engineering Works (P) Ltd., Yamuna Nagar:

BEFORE SHRI MADHU SUDAN SHARAN COWSHISH ARBITRATOR IN THE MATTER OF AN INDUSTRIAL DISPUTE BETWEEN SHRI MADAN LAL WORKMAN AND THE MANAGEMENT OF M/S ORIENTAL ENGINEERING WORKS (P) LTD., YAMUNA NAGAR.

Arbitration Award

The above-said industrial dispute was referred to my arbitration,—*vide* an agreement arrived at between the workman and the said management as per Haryana Government Notification No. 5529-3 Lab- 68/SF/15359, dated 21st June 1968, published in the HARYANA GOVERNMENT GAZETTE, (Extraordinary), dated June 21, 1968, page 309. The item of dispute as mentioned in the said notification is as follows :—

"Whether the retrenchment of Shri Madan Lal is legally justified, if not, to what relief he is entitled ?"

On receipt of the reference usual notices were issued to the parties and in response of the same the work man and the management filed their statement of claims and the written statement respectively.

The reference being based on an agreement for an arbitration award there being no preliminary objection the pleadings of the parties naturally gave rise to one issue only and that being exactly the same as in reference i.e. "whether the retrenchment of Shri Madan Lal is legally justified, if not to what relief he is entitled ?"

The parties were directed to represent their case on the 22nd July, 1967 together with their evidence, if they so desire, in support of their respective stand. The workman relied upon his statement of claims while the management relied upon its written statement and produced the relevant record in support of the same. The record, so relied upon, consisted of the Attendance registers for the period in dispute and relating to two years back, the agreement arrived at between the parties, dated 11th October, 1967 sort of letter of appointment (consisting of application for appointment and approving the appointment, detailing the terms and designation of the service conditions and the workman), dated 14th October, 1967, Notice of terminating the services issued by the management, dated 11th March, 1968 together with its acknowledgement dated 12th March, 1968 (as the same was sent Regd. A.D.) 2nd Notice issued by the said management dated 20th March, 1968 through which the said Workman was recalled for a short term in the same category and in the same pay on account of his senior Shri Dwarka Nath having met an accident in the category of Semi Skilled Painter. The acknowledged regarding the same was also produced before me. The management also produced before me the statement showing the month wise prodcution of the finished goods and the disposal of the same. This chart starts from the month of October, 1967 and indicates the above-mentioned details right up to March, 1967. The workman on the other hand, relied upon the under mentioned grounds for his case as mentioned in his Statement of Claims : (i) The said workman in addition to his being an employee of the said concern was also acting as the Secretary of the Union of the workers of this concern, (ii) That his previous service, starting from 1st April, 1961, having come to and end on 14th July, 1967. (iii) After such a termination he was re-employed on 16th October, 1967 (this re-employment is a result of an agreement arrived at between the parties on 11th October, 1967. (iv) The workman was pressed to leave his trade union activities. (v) The management kept the juniors one and retrenched the said workman. (vi) That the reduction of only one Semi-Skilled Painter leads to the conclusion that the action of the management was with malafide intentions and lastly, i.e.(vii) The management did not submit Form 'P' to the Haryana Government.

The issue in dispute being for the determination of the legal justification of the retrenchment of Shri Madan Lal the management opened its case and proved that in the entire strength of its employment only two Semi-Skilled painters existed in their record One Shri Dwarka Nath and the other the workman concerned. The receipt of notice of termination of the services of Shri Madan Lal was acknowledged by the workman concerned and similarly it was also acknowledged by the workman concerned that (he the workman was recalled,—*vide* notice issued by the management on 20th March, 1968). The management also got proved its letter of appointment issued to the workman concerned who in my presence acknowledged having the same accepted and in token of this acceptance having signed the same at two places as an employee and at one place having accepted the correctness of the striked-off portion in the said letter of appointment. The management also got proved by the workman concerned the terms and conditions laid down in the agreement arrived at between the two on 11th October, 1967. The Chart showing the production and the disposal of the finished goods with effect from October, 1967 and up to March, 1968 was also proved by Shri Hans Raj Saooja the Managing Director who himself pleaded his case before me. The workman concerned on the other hand pleaded his case along

with the lines incorporated in his statement of claims. The fact that he was acting as the Secretary of the Union of the workers of this concern in (dispute) was not refuted by the management which leads to the establishment of the stand taken by the workman in so far as the status of the workman as secretary of the trade union is concerned. The other stand of the workman was also not refuted and thus it was alsoestablish as taken by the said workman. The third stand was also accepted by the management leaving no dispute over it. The fourth stand that the management pressed the said workman to leave the trade union activities were not at all proved by the concerned workman on the contrary it can be negatived by the later on action of the management wherein it called back Shri Madan Lal for work as per notice dated 20th March, 1968, and duly accpeted by the workman concerned. The fifth stand wherein it is asserted by the workman that some juniors have been kept while the said workman was retrenched has also not been proved. The workman relies on the Ladies workers who are continuing even after the allege retrench ment of the said workman but the designation of these ladies workers is not Semi-Skilled Painter but they the ladies workers are shown through out their attendance record as the 'learners. The workman could not prove in any way that the management has retained a junior man in the category of the Semi-Skilld Painter. On the contrary the management produced the entire record and proved that the concern has only two semi skilled painters one Shri Dwarka Nath and the other Shri Madan Lal. The agreement. dated 11th October, 1967 (duly accepted by the concerned workman) clearly indicates that Shri Madan Lal will be treated as junior to Shri Dwarka Nath. Hence the plea taken by the workmen could not be established documentarily and as such does not create any illegality in retrenching the said workman who is according to the notice, dated 11th March, 1968 stands discharged simplicitor) The sixth stand of the workman based on the inference of only reduction of one worker is not maintainable as there being only two workers in the category and the management, on the basis of reduction in his work, gets rid of one worker and retains only one instead of two. The chart showing the production and disposal of the finished goods from the month of October, 1967 to March, 1968 could not be refuted by the workman concerned which established the genuine ness of the same and in return justifying the reduction of the one worker out of the two in the said category.

With regard to the seventh stand, i.e., no 'P' form sent to the government my findings are as under :-

The case and objection of the workman is based on Section 25F of the I.D. Act 1947 and the attack of the workman to nulyfy the alleged retrenchment is on account of non-implementing the statutory provision of Section 25 F of the I.D. Act whch is a guideline for observing and fulfilling the preconditions in case of the proposed retrenchment of the workmen by the concerned management. In this regard firstly I would mention here that the notice sent by the management, which is, dated 11th March, 1968, asserts that the services of the concerned workman will stand terminated with effect from 14th March, 1968.

In the W.S. filed by the management the same plea of terminating the services is taken by the management basing their case on two grounds that there being dirth of work to keep the said worker continue in their service and then secondly on the letter of appointment, which is also a sort of an agreement, which clearly (the said letter of appointment) that while terminating the services of the signatoree (who is the workman concerned himself) will be terminated without taking into consideration of seniority or juniority thus taking out the action of the termination of services out of the statutory provisions of Section 25F. Otherwise too analysing it legally the legal precedents created by the Highest Court of the Land, i.e. S.C., it has been held by S.C. that a workman who does not complete 240 days is not entitled to get protection under Section 25F is mandatory procedure to be acted upon prior to affeting the retrenchment. The reference to this stand is drawn to 1963-II-LLJ page 367 (Decision by S. Court in Sur Enamel and Stamping Works Ltd. *versus* Their Workmen and 1964-I-LLJ page 351 (Case decide by S. Court in Bombay Union of Journalists *versus* State of Bombay) holds that clause (c) of Section 25F of I.D. Act does not appear to lay any campelling consideration which would justify the making of the provision prescribed by CI (C) a condition precedent as in the case of C1s (a) and (b)

For all these reasons in my opinion the action of the management in terminating the services (or retrenchment as in reference)is legally justifed and there is no legal defect in the same. I award accordingly.

(Sd.) . . . ,

MADHU SUDAN SHARAN COWSHISH
ARBITRATOR.

The 9th September, 1968.

The award be submitted to the Secretary to Government Haryana, Chandigarh, Labour & Employment Department, as required by Section 17 of the I.D. Act.

MADHU SUDAN SHARAN COWSHISH.

The 14th October, 1968

No. 9525-3Lab-68/25823.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad, in respect of the dispute between the workmen and management of M/S Northern India Plywoods, Mathura Road, Faridabad:-

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, FARIDABAD

Reference No. 8 of 1968

between

SHRI JAGIR SINGH WORKMAN AND THE MANAGEMENT OF M/S NORTHERN INDIA PLYWOODS, MATHURA ROAD, FARIDABAD

Present.—

Shri A. R. Handa, for the applicant.
S. L. GUPTA, for the management.

AWARD

Shri Jagir Singh was in the service of M s Northern India Plywoods, Mathura Road, Faridabad. His services were terminated and this gave rise to an industrial dispute. The President of India in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication,—*vide* Government Gazette Notification No. ID/FD 259/A, dated 17th January, 1968 : -

Whether the termination of services of Shri Jagir Singh was justified and in order? If not, to wha relief is he entitled?

On receipt of the reference usual notices were issued to the parties in response to which the workman filed his statement of claim and the management filed their written statement. The pleadings of the parties gave rise to the following issues:—

1. Whether the termination of the services of Shri Jagir Singh was justified and in order? If not, to what relief he is entitled?
2. Whether the claimant has been victimised on account of his trade union activities?
3. Whether the enquiry is defective for the reasons mentioned in the claim statement?
4. Whether the claimant has recieved his due in full and final settlement ? If so, what is its effect?
5. Relief.

The case was fixed for 25th June, 1968 to enable the parties to produce their evidence. On the date fixed Shri A. R. Handa, who represented the workman made a statement that the workman was not present nor could he admit or deny the documents produced on behalf of the management. He requested for a date and the case was therefore adjourned to 4th July, 1968 for admission and denial of documents. On the adjourned date the workman was again absent and on the request of Shri Handa, the case was adjourned to next date i. e. 5th July, 1968. The workman was not even present on 5th July, 1968 but his representative who was present formally denied the documents produced on behalf of the management. A date for evidence was therefore given to the parties to enable them to produce their evidence but on the adjourned date neither party was present. Since the workman has not led any evidence in support of his case, it can not be held that he has been victimised on account of trade union activities and the domestic enquiry held against him was defective for the reasons mentioned in the claims tatement and therefore the termination of his services was not justified and in order. He is therefore not entitled to any relief. I give my award accordingly. No order as to costs.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Faridabad.

Dated the 26th September, 1968.

No. 1741, dated the 3rd October, 1968

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Faridabad.

Dated the 26th September, 1968.

No. 9526-3Lab-68/25826.—In pursuance of the provisions of section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Faridabad, in respect of the dispute between the workmen and management of M/s Usha Spinning and Weaving Mills, Ltd , Faridabad :—

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, FARIDABAD

Reference No. 22 of 1968

between

SHRI RAM SINGH WORKMAN AND THE MANAGEMENT OF M/S USHA SPINNING AND WEAVING MILLS, LTD., FARIDABAD

Present:

Shri Amar Singh, for the workman.

Shri P. N. Gulati, for the management.

AWARD

Shri Ram Singh was working as a Fitter in M/s Usha Spinning and Weaving Mills Ltd., Faridabad. His services were terminated and this gave rise to an industrial dispute. The President of India in exercise of the powers conferred by clause (c) of sub-section 1 of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication, — *vide* Government Gazette Notification No. ID/FD/167F/ , dated the 16th February, 1968:—

Whether the termination of services of Shri Ram Singh was justified and in order ? If not, to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties in response to which a statement of claim was filed on behalf of the workman and the management filed their written statement. The pleadings of the parties gave rise to the following issues :—

1. Whether the statement of claim is not valid because it is not signed by a duly authorised person ?

2. Whether the termination of the services of the claimant was justified and in order ? If not, to what relief he is entitled ?

Issue No. 1.—The Industrial Dispute Punjab Rules, 1958 do not make any provisions requiring the workman to file a statement of claim after the dispute is referred to the Industrial Tribunal or Labour Court for adjudication. The appropriate Government simply forwards a copy of the statement of demands made by the workman on the basis of which the dispute is referred to the Court in compliance under the provisions of Rule 10B of the Industrial Dispute Punjab Rules, 1958. Normally the demand statement submitted by the workman does not give the necessary details and in the interest of justice he is given an opportunity to file a detailed statment if he so desires. The management can not therefore take any objection that the statement of claim filed on behalf of the workman does not bear his signatures. I accordingly find this issue in favour of the workman.

Issue No. 2. The charge against the workman was that on 10th October, 1967 Shri Johari Engineer Incharge made a written complaint that the workman had refused to prepare the motor shaft although directed to do so through Shri Mahash Narain and when called upon to explain by the Engineer as to why he had refused to prepare the motor shaft the workman rudely replied "I have no time and can not do so. You can do what you like. At the most you can get me dismissed from service. Fie upon such an officer. It is correct that I have done nothing till quarter to four. I do not do anything, you can do what you like."

The domestic enquiry was held by Shri S. L. Grover, Store Incharge of the respondent concern against the workman on the said charge. As a result of domestic enquiry marked Ex. M. 2 he came to the conclusion that the charges framed against the workman were established. Ex. M. 3 is his report On receipt of this report the workman was dismissed from service.

The management have only produced the record of the domestic enquiry and it is submitted that the charges framed against the workman has been established after a fair and proper domestic enquiry and he has therefore been rightly dismissed. No evidence has been produced by the management to prove that the workman was actually guilty of dereliction of duty and rude behaviour.

I have carefully gone through the record of the domestic enquiry and in my opinion the enquiry in question cannot be said to be fair and the dismissal of the workman was not justified. In the statement of the claim filed on behalf of the workman it was specifically pleaded that the workman was not allowed to participate in the enquiry proceedings and no opportunity was given to him to produce his evidence. In the written statement it was pleaded on behalf of the management that the workman concerned fully participated in the enquiry and he was given full opportunity to cross-examine the witness of the management and to produce his own witness in defence. The workman was admittedly not represented by any co-worker or union leader during the course of enquiry. The record of the enquiry proceedings does not show that the claimant was given an opportunity to cross-examine all the witness who appeared on behalf of the management. The enquiry proceedings started on 17th November, 1967. Before recording any evidence of the management the statement of the workman was recorded. He gave his own version of the case which goes to show that he was not guilty of any dereliction of duty or rude behaviour. There after the evidence of Sarvshri Mohinder Narain, Anand Parkash Mool Chand Turner and Suresh Chander helper workmen was recorded on behalf of the management, The record does not show that any opportunity was given to cross-examine Sarvshri Anand Parkash Verma and Suresh Chander Helper. The so called cross-examination of Shri Mohinder Narain shows that the accused workman Shri Ram Singh did not even understand what cross-examination means and what is its purpose. Moreover none of the workmen who have appeared on behalf of the management say that Shri Ram Singh was sitting idle and was not doing any work. On the contrary Shri Mohinder Narain simply stated that the had approached Shri Ram Singh only after lunch at about 12 noon and asked him to prepare the "key" upon which Shri Ram Singh said that he had already given the key and enquired what had happened to it and when he was informed that the key in question did not fit. Shri Ram Singh said that another fitter may be taken.

The evidence of Shri Johar, Engineer Incharge with whom Shri Ram Singh is supposed to have behaved rudely was the most important evidence. Shri Johar was examined by the Enquiry Officer on 20th November, 1967. The main statement is recorded on page 7 of the record of enquiry. It does not show that the workman was given any opportunity to cross-examine Shri Johar. The signature of the Enquiry Officer as also of the workman appear under this statement. On the next page which is a separate sheet there is a memorandum in which it is recorded that the workman Shri Ram Singh did not wish to cross-examine Shri Johar and that he had stated that what ever statement he had already given was correct. The Enquiry Officer should have known that before the evidence of the witness is closed and is signed by him (Enquiry Officer) or the signatures of the workman are taken, an opportunity to cross examine the witness must be given. A separate memorandum on a separate sheet that the workman did not wish to cross-examine the witness, naturally creates a suspecion that in fact no opportunity to cross examine was given. The workman has stated that he does not know Hindi while the enquiry was conducted in Hindi. He further says that he was given to understand that a copy of the proceedings of the enquiry would be given to him but it was not done. The record of the enquiry also does not show that the evidence of the witnesses which was being recorded was read over to the witnesses before the workman was asked to sign the same.

The workman has not admitted that he had lost temper and had used any uncomplimentary words as alleged by Shri Johar. If the workman had been permitted to be represented by any person who knows the procedure which is adopted during such enquiries then the evidence of Shri Johar would have been tested by cross-examination and it would have been this possible for the Enquiry Officer to come to the conclusion as to whether is evidence could be relief upon. As it is the evidence of Shri Johar has not been tested by the cross-examination and it can not therefo e be said that a fair and proper enquiry has been held against the workman and the termination of services can not be justified. He is entitled to be reinstated with continuity of services. Since the workman is being reinstated on the ground that the domestic enquiry held against him ean not be said to be technically correct and no finding is being given on the merits of the case. I am of the opinion that the workman should be paid 80% of his wages from the day he was suspended from service till the date of this award.

No order as to costs.

P. N. THUKRAL,

Presiding Officer,
Labour Court,
Faridabad.

Dated the 28th September, 1968.

No. 1740, dated the 3rd October, 1968.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,

Presiding Officer,
Labour Court,
Faridabad.

Dated the 28th September, 1968.

The 16th October, 1968

No. 9553-3Lab-68/25911.—The Governor of Haryana is pleased to constitute the Awards Committee on the scheme for the Haryana Safety Awards with the following members with effect from the date of publication of this notification in Official Gazette :—

Officials:

1.	Labour Commissioner-cum-Chief Inspector of Factories, Haryana ..	Chairman
2.	Deputy Chief Inspector of Factories, Haryana ..	Member Secretary

Non-Officials :

1.	Shri S. C. Sethi, Safety Officer of Bhupindra Cement Works, Surajpur..	Member
2.	Spinning Master, Hissar Textile Mills, Hissar ...	Do
3.	Shri R. Bhandari of M/s J. M. A. Industries, Faridabad ..	Do

2. The object of the Committee would be to scrutinise and adjudge the suitability for awards under the scheme 'Haryana Safety Awards'.

3. The Headquarters of the Committee would be at Chandigarh but the Committee or any Sub-Committee sponsered by it, can hold its meeting at any other place in Haryana, as and when necessary. The Committee/Sub-Committee may co-opt local experienced Engineer at each station for its assistance.

4. The non-official members of the Committee shall be entitled to the travelling allowance in accordanc with the instructions contained in Haryana Government circular letter No. 795-Pol.(5)-66/18, dated 4th January, 1967.

5. The entire expenditure involved on Travelling Allowance/Dearness Allowance will be debitable to the Head 38—Labour and Employment—A—I—Factories—Non-Plan. The Labour Commissioner, Haryana will be the Controlling Officer, in respect of the Travelling Allowance etc. to the non-official members of the Committee. The Controlling Officer, in respect of Members of Legislative Assembly will be the Secretary Haryana Vidhan Sabha.

6. The life of the Committee would be upto the end of December, 1969. The Committee would be required to meet at intervals considered necessary by the Chairman.

R. I. N. AHOOJA, Secy.

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